

Attachment 2

## NFL PLAYER CONTRACT

THIS CONTRACT is between ANDRE ROYAL, hereinafter "Player," and THE NEW ORLEANS LA SAINTS LTD PARTNERSHIP TEXAS corporation (limited partnership) (partnership), hereinafter "Club" operating under the name of the NEW ORLEANS LOUISIANA SAINTS as a member of the National Football League, hereinafter "League." In consideration of the promises made by each to the other, Player and Club agree as follows:

1. **TERM.** This contract covers 4 football season(s), and will begin on the date of execution or March 1, 1998 whichever is later, and end on February 28 or 29, 2002, unless extended, terminated, or renewed as specified elsewhere in this contract.
2. **EMPLOYMENT AND SERVICES.** Club employs Player as a skilled football player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Club, and to conduct himself on and off the field with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in Club's official mandatory mini-camp(s), official preseason training camp, all Club meetings and practice sessions, and all pre-season, regular season, and post-season football games scheduled for or by Club. If invited, Player will practice for and play in any all-star football game sponsored by the League. Player will not participate in any football game not sponsored by the League unless the game is first approved by the League.
3. **OTHER ACTIVITIES.** Without prior written consent of the Club, Player will not play football or engage in activities related to football otherwise than for Club or engage in any activity other than football which may involve a significant risk of personal injury. Player represents that he has special, exceptional and unique knowledge, skill, ability, and experience as a football player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Player therefore agrees that Club will have the right, in addition to any other right which Club may possess, to enjoin Player by appropriate proceedings from playing football or engaging in football-related activities other than for Club or from engaging in any activity other than football which may involve a significant risk of personal injury.
4. **PUBLICITY AND NFLPA GROUP LICENSING PROGRAM.** (a) Player grants to Club and the League, separately and together, the authority to use his name and picture for publicity and the promotion of NFL Football, the League or any of its member clubs in newspapers, magazines, motion pictures, game programs and roster manuals, broadcasts and telecasts, and all other publicity and advertising media, provided such publicity and promotion does not constitute an endorsement by Player of a commercial product. Player will cooperate with the news media, and will participate upon request in reasonable activities to promote the Club and the League. Player and National Football League Players Association, hereinafter "NFLPA," will not contest the rights of the League and its member clubs in telecast, broadcast, or otherwise transmit NFL Football or the right of NFL Films to produce, sell, market, or distribute football game film footage, except insofar as such broadcast, telecast, or transmission of footage is used in any commercially marketable game or interactive use. The League and its member clubs, and Player and the NFLPA, reserve their respective rights as to the use of such broadcasts, telecasts or transmissions of footage in such games or interactive uses, which shall be unaffected by this subparagraph.
 

(b) Player hereby assigns to the NFLPA and its licensing affiliates, if any, the exclusive right to use and to grant to persons, firms, or corporations (collectively "licensees") the right to use his name, signature facsimile, voice, picture, photograph, likeness, and/or biographical information (collectively "image") in group licensing programs. Group licensing programs are defined as those licensing programs in which a licensee utilizes a total of six (6) or more NFL player images on products that are sold at retail or used as promotional or premium items. Player retains the right to grant permission to a licensee to utilize his image if that licensee is not concurrently utilizing the images of five (5) or more other NFL players on products that are sold at retail or are used as promotional or premium items. If Player's inclusion in a particular NFLPA program is precluded by an individual exclusive endorsement agreement, and Player provides the NFLPA with timely written notice of that preclusion, the NFLPA will exclude Player from that particular program. In consideration for this assignment of rights, the NFLPA will use the revenues it receives from group licensing programs to support the objectives as set forth in the By-laws of the NFLPA. The NFLPA will use its best efforts to promote the use of NFL player images in group licensing programs, to provide group licensing opportunities to all NFL players, and to ensure that no entity utilizes the group licensing rights granted to the NFLPA without first obtaining a license from the NFLPA. This paragraph shall be construed under New York law without reference to conflicts of law principles. The assignment in this paragraph shall expire on December 31 of the later of (a) the third year following the execution of this contract, or (b) the year in which this contract expires. Neither Club nor the League is a party to the terms of this paragraph, which is included herein solely for the administrative convenience and benefit of Player and the NFLPA. The terms of this subparagraph apply unless, at the time of execution of this contract, Player indicates by striking out this subparagraph (b) and marking his initials adjacent to the stricken language his intention not to participate in the NFLPA Group Licensing Program. Nothing in this subparagraph shall be construed to supersede or in any way broaden, expand, detract from, or otherwise alter in any way whatsoever, the rights of NFL Properties, Inc. as permitted under Article V (Union Security), Section 4 of the 1993 Collective Bargaining Agreement.
5. **COMPENSATION.** For performance of Player's services and all other promises of Player, Club will pay Player a yearly salary as follows:

\$ 800,000 for the 19 98 season;

\$ 400,000 for the 19 99 season;

\$ 535,000 for the 2000 season;

\$ 670,000 for the 2001 season;

\$ \_\_\_\_\_ for the 19 \_\_\_\_\_ season;

In addition, Club will pay Player such earned performance bonuses as may be called for in this contract; Player's necessary traveling expenses from his residence to training camp; Player's reasonable board and lodging expenses during pre-season training and in connection with playing pre-season, regular season, and post-season football games outside Club's home city; Player's necessary traveling expenses to and from pre-season, regular season, and post-season football games outside Club's home city; Player's necessary traveling expenses to his residence if this contract is terminated by Club; and such additional compensation, benefits, and reimbursement of expenses as may be called for in any collective bargaining agreement in existence during the term of this contract. (For purposes of this contract, a collective bargaining agreement will be deemed to be "in existence" during its stated term or during any period for which the parties to that agreement agree to extend it.)

6. **PAYMENT.** Unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise, Player will be paid 100% of his yearly salary under this contract in equal weekly or bi-weekly installments over the course of the applicable regular season period, commencing with the first regular season game played by Club in each season. Unless this contract specifically provides otherwise, if this contract is executed or Player is activated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary becoming due and payable after he is activated. Unless this contract specifically provides otherwise, if this contract is terminated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi-weekly portions of his yearly salary having become due and payable up to the time of termination.

7. **DEDUCTIONS.** Any advance made to Player will be repaid to Club, and any properly levied Club fine or Commissioner fine against Player will be paid, in cash on demand or by means of deductions from payments coming due to the Player under this contract, the amount of such deductions to be determined by Club unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise.

8. **PHYSICAL CONDITION.** Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club physician upon Club request, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the Club physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Club physician, or make the required full and complete disclosure and good faith responses to the Club physician, then Club may terminate this contract.

9. **INJURY.** Unless this contract specifically provides otherwise, if Player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, then Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and will continue to receive his yearly salary for so long, during the season of injury only and for no subsequent period covered by this contract, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his yearly salary for the season of injury will be paid to his stated beneficiary, or in the absence of a stated beneficiary, to his estate.

10. **WORKERS' COMPENSATION.** Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workers' compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workers' compensation.

11. **SKILL, PERFORMANCE AND CONDUCT.** Player understands that he is competing with other players for a position on Club's roster within the applicable player limits. If at any time, in the sole judgement of Club, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, or if Player has engaged in personal conduct reasonably judged by Club to adversely affect or reflect on Club, then Club may terminate this contract. In addition, during the period any salary cap is legally in effect, this contract may be terminated if, in Club's opinion, Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players who Club intends to sign or attempts to sign, or another player or players who is or are already on Club's roster, and for whom Club needs room.

12. **TERMINATION.** The rights of termination set forth in this contract will be in addition to any other rights of termination allowed either party by law. Termination will be effective upon the giving of written notice, except that Player's death, other than as a result of injury incurred in the performance of his services under this contract, will automatically terminate this contract. If this contract is terminated by Club and either Player or Club so requests, Player will promptly undergo a complete physical examination by the Club physician.

13. **INJURY GRIEVANCE.** Unless a collective bargaining agreement in existence at the time of termination of this contract by Club provides otherwise, the following injury grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within 60 days after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, one selected in accordance with the procedures of the American Arbitration Association on application by either party.

14. **RULES.** Player will comply with and be bound by all reasonable Club rules and regulations in effect during the term of this contract which are not inconsistent with the provisions of this contract or of any collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the League functions with certain rules and procedures expressive of its operation as a joint venture among its member clubs and that these rules and practices may affect Player's relationship to the League and its member clubs independently of the provisions of this contract.

15. **INTEGRITY OF GAME.** Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of NFL games or the integrity and good character of NFL players. Player therefore acknowledges his awareness that if he accepts a bribe or agrees to throw or fix an NFL game, fails to promptly report a bribe offer or an attempt to throw or fix an NFL game; bets on an NFL game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football, the Commissioner will have the right, but only after giving Player the opportunity, for a hearing at which he may be represented by counsel of his choice, to fine Player in a reasonable amount; to suspend Player for a period certain or indefinitely; and/or to terminate this contract.

16. **EXTENSION.** Unless this contract specifically provides otherwise, if Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this contract, then this contract will be tolled between the date of Player's induction into the Armed Forces, or his retirement, or his failure or refusal to perform, and the later date of his return to professional football. During the period this contract is tolled, Player will not be entitled to any compensation or benefits. On Player's return to professional football, the term of this contract will be extended for a period of time equal to the number of seasons (to the nearest multiple of one) remaining at the time the contract was tolled. The right of renewal, if any, contained in this contract will remain in effect until the end of any such extended term.

17. **ASSIGNMENT.** Unless this contract specifically provides otherwise, Club may assign this contract and Player's services under this contract to any successor to Club's franchise or to any other Club in the League. Player will report to the assignee Club promptly upon being informed of the assignment of his contract and will faithfully perform his services under this contract. The assignee club will pay Player's necessary traveling expenses in reporting to it and will faithfully perform this contract with Player.

18. **FILING.** This contract will be valid and binding upon Player and Club immediately upon execution. A copy of this contract, including any attachment to it, will be filed by Club with the League Commissioner within 10 days after execution. The Commissioner will have the right to disapprove this contract on reasonable grounds, including but not limited to an attempt by the parties to abridge or impair the rights of any other club, uncertainty or incompleteness in expression of the parties' respective rights and obligations, or conflict between the terms of this contract and any collective bargaining agreement then in existence. Approval will be automatic unless, within 10 days after receipt of this contract in his office, the Commissioner notifies the parties either of disapproval or of extension of this 10-day period for purposes of investigation or clarification pending his decision. On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract.

19. **DISPUTES.** During the term of any collective bargaining agreement, any dispute between Player and Club involving the interpretation or application of any provision of this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs.

20. **NOTICE.** Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.

21. **OTHER AGREEMENTS.** This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are conflicting provisions in any collective bargaining agreement in existence during the term of this contract, in which case the provisions of the collective bargaining agreement will take precedence over conflicting provisions of this contract relating to the rights or obligations of either party.

22. **LAW.** This contract is made under and shall be governed by the laws of the State of LOUISIANA

23. **WAIVER AND RELEASE.** Player waives and releases any claims that he may have arising out of, related to, or asserted in the lawsuit entitled White v. National Football League, including, but not limited to, any such claim regarding past NFL Rules, the College Draft, Plan B, the first refusal/compensation system, the NFL Player Contract, pre-season compensation, or any other term or condition of employment, except any claims asserted in Brown v. Pro Football Inc. This waiver and release also extends to any conduct engaged in pursuant to the Stipulation and Settlement Agreement in White ("Settlement Agreement") during the express term of that Settlement

Agreement or any portion thereof. This waiver and release shall not limit any rights Player may have to performance by the Club under this Contract or Player's rights as a member of the White class to object to the Settlement Agreement during its review by the court in Minnesota. This waiver and release is subject to Article XIV (NFL Player Contract), Section 3(c) of the 1993 Collective Bargaining Agreement (CBA).

24. OTHER PROVISIONS. (a) Each of the undersigned hereby confirms that (i) this Contract, renegotiation, extension or amendment sets forth all components of the player's remuneration for playing professional football (whether such compensation is being furnished directly by the Club or by a related or affiliated entity); and (ii) there are not undisclosed agreements of any kind, whether expressed or implied, oral or written, and there are no promises, undertakings, representations, commitments, inducements, assurances, or intent, or understandings of any kind that have not been disclosed to the NFL involving consideration of any kind to be paid, furnished or made available to Player or any entity or person owned or controlled by, affiliated with, or related to Player, either during the term of this contract or thereafter.

(b) Each of the undersigned further confirms that, except insofar as any of the undersigned may describe in an addendum to this contract, to the best of their knowledge, no conduct in violation of the Anti-Collusion rules of the Settlement Agreement took place with respect to this contract. Each of the undersigned further confirms that nothing in this contract is designed or intended to defeat or circumvent any provisions of the Stipulation and Settlement Agreement in White v. NFL, including but not limited to the Rookie Pool and Salary Cap provisions; however, any conduct permitted by the CBA and/or the Settlement Agreement shall not be considered a violation of this confirmation.

(c) The Club further confirms that any information regarding the negotiation of this contract that it provided to the Neutral Verifier was, at the time the information was provided, true and correct in all material respects.

25. SPECIAL PROVISIONS.

(SEE ADDENDUM)

THIS CONTRACT is executed in six (6) copies. Player acknowledges that before signing this contract he was given the opportunity to seek advice from or be represented by persons of his own selection.

<u>Andre T. Kaprielian</u>		NEW ORLEANS LOUISIANA SAINTS
PLAYER	<u>1333 Lilly Pad Ct.</u>	By <u>Club</u>
Home Address	<u>Charlotte NC 28262</u>	By <u>5800 AIRLINE DRIVE</u>
Telephone Number	<u>(904) 599-0049</u>	Club Address
	<u>4-7-98</u>	<u>METAIRIE, LA 70003</u>
Date		Date <u>4/7/98</u>

PLAYER'S CERTIFIED AGENT

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

Date \_\_\_\_\_

Copy Distribution:

White-League Office  
Blue-Management Council

Yellow-Player  
Gold-NFLPA

Green-Member Club  
Pink-Player Agent



**ADDENDUM TO AN NFL PLAYER CONTRACT FOR THE 1998, 1999, 2000 AND 2001 SEASONS BETWEEN THE NEW ORLEANS LOUISIANA SAINTS AND ANDRE ROYAL**

**25. SPECIAL PROVISIONS.**

- A. For the 2000 season only, Player will have his base salary (third contract year) increased by the following amounts for the corresponding achievements:

82% defensive playtime (excluding special teams) in either 1998 or 1999: \$100,000  
 85% defensive playtime (excluding special teams) in either 1998 or 1999: \$100,000  
 90% defensive playtime (excluding special teams) in either 1998 or 1999: \$100,000  
 \*Pro Bowl or All-NFC Selection: \$ 50,000

\*Note: Player must be elected on the first ballot to play in the Pro Bowl game immediately following the regular season. Alternate selection or injury replacement does not qualify. This incentive is achieved only if Player participates in the actual Pro Bowl game or if Player is officially excused for medical reasons as determined by the League office. All-NFC selection must be made by AP, UPI, Sporting News, Pro Football Weekly or NEA.

**Maximum Player's 2000 base salary may increase is \$350,000.**

- B. For the 2001 season only, Player will have his base salary (fourth contract year) increased by the following amounts for the corresponding achievements:

82% defensive playtime (excluding special teams) in 1998: \$200,000  
 82% defensive playtime (excluding special teams) in 1999: \$200,000  
 82% defensive playtime (excluding special teams) in 2000: \$100,000

85% defensive playtime (excluding special teams) in 1998: \$200,000  
 85% defensive playtime (excluding special teams) in 1999: \$200,000  
 85% defensive playtime (excluding special teams) in 2000: \$100,000

90% defensive playtime (excluding special teams) in 1998: \$200,000  
 90% defensive playtime (excluding special teams) in 1999: \$200,000  
 90% defensive playtime (excluding special teams) in 2000: \$100,000

\*Pro Bowl or All-NFC Selection following the 1998 season: \$200,000  
 \*Pro Bowl or All-NFC Selection following the 1999 season: \$200,000  
 \*Pro Bowl or All-NFC Selection following the 2000 season: \$100,000

\*Note: Player must be elected on the first ballot to play in the Pro Bowl game immediately following the regular season. Alternate selection or injury replacement does not qualify. This incentive is achieved only if Player participates in the actual Pro Bowl game or if Player is officially excused for medical reasons as determined by the League office. All-NFC selection must be made by AP, UPI, Sporting News, Pro Football Weekly or NEA.

**ADDENDUM TO AN NFL PLAYER CONTRACT FOR THE 1998, 1999, 2000 AND 2001  
SEASONS BETWEEN THE NEW ORLEANS LOUISIANA SAINTS AND ANDRE ROYAL**

If Player participates in 15% of the defensive plays, excluding special teams, during the 1998 regular season and the Team improves in 1998 in any one of the following categories versus 1997 performance:

Team Wins, or  
Points allowed by defense, or  
Touchdowns allowed by defense, or  
Total defense (net yards), or  
Average net yards given up per rushing play, or  
Average net yards given up per passing play, or  
Interceptions by defense,

OR

Team in 1998 has a net difference in takeaways/giveaways of -10 or better.

AND

Player's number of sacks, interceptions, forced fumbles, and opponent fumble recoveries during the 1998 regular season totals ten or more: \$200,000

Player's number of sacks, interceptions, forced fumbles, and opponent fumble recoveries during the 1999 regular season totals ten or more: \$200,000

Player's number of sacks, interceptions, forced fumbles, and opponent fumble recoveries during the 2000 regular season totals ten or more: \$100,000

Note: Sacks, interceptions, and opponent fumble recoveries will be determined by official NFL statistics. Forced fumbles will be determined by Stats, Inc., of Skokie, Illinois, known as "The Official Statistical Resource of the NFL Players."

**NOTE:** Each escalator may be earned only once, but unearned escalators may be earned in a succeeding year by reaching the target achievement. For example, if Player is selected to the Pro Bowl in 1998, he thus escalates his 2001 salary by \$200,000. In such case, he may earn only the remaining \$300,000 in Pro Bowl escalators during the term of the contract.

However, should Player fail to qualify for the Pro Bowl in 1998 and 1999, he may earn the full \$500,000 escalator by earning a Pro Bowl primary selection in the year 2000.

**Maximum Player's 2001 base salary may increase is \$2,500,000.**

**ADDENDUM TO AN NFL PLAYER CONTRACT FOR THE 1998, 1999, 2000 AND 2001  
SEASONS BETWEEN THE NEW ORLEANS LOUISIANA SAINTS AND ANDRE ROYAL**

- C. Player will void the second, third, and fourth years of the contract with 15 per cent defensive playing time, excluding special teams, during the 1998 regular season and one of the following team achievements versus its 1997 performance:

Team's NFL rank in **sacks** improves one position, or  
Team's NFL rank in **total defense** improves three positions, or  
Team's NFL rank in **average yards per rush** improves three positions, or  
Team's NFL rank in **average yards per pass** improves three positions, or  
Team's NFL rank in **interceptions** improves twelve positions.

NOTE: Assuming Player earns the right to void, he must notify Club of his decision to exercise within seven (7) days of Club's last game (regular season or post-season) in the 1998 season. Without such notification, the remainder of the contract will remain intact and in force.

**NEW ORLEANS LOUISIANA SAINTS**

  
CHET FRANKLIN  
ASST. GM/VP OF FOOTBALL OPERATIONS

DATE: 4/7/98

  
ANDRE ROYAL

DATE: 4-7-98

\_\_\_\_\_  
PLAYER'S REPRESENTATIVE

DATE: \_\_\_\_\_

WORKOUT ADDENDUM

Player will receive the following amounts per year for participating in the New Orleans Saints Off-Season Workout for Pay Program. The workout program takes place each off-season at the Saints' Facility in Metairie, LA from March through June each year. Player must participate in 85% (eighty-five percent) of the workouts to qualify for the bonus each year. Player will not receive a pro-rated amount of the scheduled amount each year for attending any less than 85% of the workouts each year. A New Orleans Saints' strength coach will be solely responsible for maintaining attendance records. This person's records are final and binding on the respective parties.

Player will receive the following amounts for completing the aforementioned workout program each year:

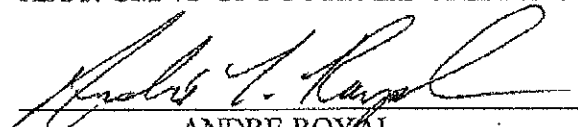
<u>Year:</u>	<u>Amount:</u>
1998	\$ 50,000
1999	\$ 50,000
2000	\$ 50,000
2001	\$ 50,000

Player will receive the amount earned each year within 30 days of his last workout.

**NEW ORLEANS LOUISIANA SAINTS**

  
 CHET FRANKLIN  
 ASST. GM/VP OF FOOTBALL OPERATIONS

Date: 4/7/98

  
 ANDRE ROYAL

Date: 4-7-98

\_\_\_\_\_  
 PLAYER'S REPRESENTATIVE

Date: \_\_\_\_\_



1998 SKILL & INJURY GUARANTEE

Between The New Orleans Louisiana Saints, "the Club," and Andre Royal, "the Player."

GUARANTEE. Despite any contrary language in this NFL Player Contract, Club agrees that for the year 1998 only, except as provided below, it will pay Player \$800,000 of the full amount in Paragraph 5 of his base salary, despite the fact that, in Club's judgment, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, OR despite the fact that Player may be injured while practicing or playing for the Club after passing the Club's physical examination at the outset of the 1998 season.

This guarantee will be null and void in the event Player, in the year specified above, does not pass the Club's physical exam prior to signing the contract, refuses to report to Club, or fails to practice or play with Club at any time for any reason including Player's suspension for violating the NFL policy and program for drugs of abuse and alcohol, or suspension for violating any of the NFL's disciplinary policies or programs, or leaves Club without its consent, including voluntary retirement not due to football related injury or illness, during the year specified above.

It is further understood and agreed that Player's waiver of rights to certain unpaid amounts is an express provision of this contract and, but for the provisions herein contained, Club would not have executed this contract.

No term or condition of this agreement, and no breach thereof, shall be waived, altered or modified except by written instrument.

ONE-YEAR LIMITATION. This guarantee by Club will not apply in any year after 1998, regardless of whether Player is under contract or option to club for a subsequent year; and regardless of whether Player passes Club's physical examination for a year subsequent to 1998.

1998 SKILL & INJURY GUARANTEE (Page Two)

OFFSET. In the event this NFL Player Contract is terminated and Player subsequently has the opportunity to play for any other professional football organization, Club's obligation under this guarantee will be reduced by the amount of any and all compensation, including salary and signing, reporting and/or incentive bonuses, earned or that reasonably could have been earned by Player from such other football organization during the unexpired term covered by this guarantee.

**NEW ORLEANS LOUISIANA SAINTS**

  
\_\_\_\_\_  
CHET FRANKLIN  
ASST. GM/VB OF FOOTBALL OPERATIONS

DATE: 4/7/98

  
\_\_\_\_\_  
ANDRE ROYAL

DATE: 4-7-98

\_\_\_\_\_  
PLAYER'S REPRESENTATIVE

DATE: \_\_\_\_\_

1999 SKILL & INJURY GUARANTEE

Between The New Orleans Louisiana Saints, "the Club," and Andre Royal, "the Player."

GUARANTEE. Despite any contrary language in this NFL Player Contract, Club agrees that for the year 1999 only, except as provided below, it will pay Player \$400,000 of the full amount in Paragraph 5 of his base salary, despite the fact that, in Club's judgment, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, OR despite the fact that Player may be injured while practicing or playing for the Club after passing the Club's physical examination at the outset of the 1998 season.

This guarantee will be null and void in the event Player, in the year specified above, does not pass the Club's physical exam prior to signing the contract, refuses to report to Club, or fails to practice or play with Club at any time for any reason including Player's suspension for violating the NFL policy and program for drugs of abuse and alcohol, or suspension for violating any of the NFL's disciplinary policies or programs, or leaves Club without its consent, including voluntary retirement not due to football related injury or illness, during the year specified above.

It is further understood and agreed that Player's waiver of rights to certain unpaid amounts is an express provision of this contract and, but for the provisions herein contained, Club would not have executed this contract.

No term or condition of this agreement, and no breach thereof, shall be waived, altered or modified except by written instrument.

ONE-YEAR LIMITATION. This guarantee by Club will not apply in any year after 1999, regardless of whether Player is under contract or option to club for a subsequent year; and regardless of whether Player passes Club's physical examination for a year subsequent to 1999.

1999 SKILL & INJURY GUARANTEE (Page Two)

OFFSET. In the event this NFL Player Contract is terminated and Player subsequently has the opportunity to play for any other professional football organization, Club's obligation under this guarantee will be reduced by the amount of any and all compensation, including salary and signing, reporting and/or incentive bonuses, earned or that reasonably could have been earned by Player from such other football organization during the unexpired term covered by this guarantee.

**NEW ORLEANS LOUISIANA SAINTS**

Chet Franklin  
CHET FRANKLIN  
ASST. GM/VP OF FOOTBALL OPERATIONS

DATE: 4/7/98

Andre T. Royal  
ANDRE ROYAL

DATE: 4-7-98

\_\_\_\_\_  
PLAYER'S REPRESENTATIVE

DATE: \_\_\_\_\_

1998 REPORTING BONUS

Between the New Orleans Saints, "the Club," and Andre Royal, "the Player."

Player will receive the sum of \$800,000, payable on the required date in July of 1998 for reporting to training camp, provided Player reports in a timely manner to Club's 1998 mandatory mini-camp(s) and reports by the required date in July of 1998 to the Club's pre-season training camp, and, in the sole discretion of the Club physician, passes club's pre-season physical examination.

This guarantee will be null and void in the event Player, in the year specified above, does not pass the Club's physical exam prior to signing the contract, refuses to report to Club, or fails to practice or play with Club at any time for any reason including Player's suspension for violating the NFL policy and program for drugs of abuse and alcohol, or suspension for violating any of the NFL's disciplinary policies or programs, or leaves Club without its consent, including voluntary retirement not due to football related injury or illness, during the year specified above.

It is further understood and agreed that Player's waiver of rights to certain unpaid amounts is an express provision of this contract and, but for the provisions herein contained, Club would not have executed this contract.

No term or condition of this agreement, and no breach thereof, shall be waived altered or modified except by written instrument.

**NEW ORLEANS LOUISIANA SAINTS**

Chet Franklin  
CHET FRANKLIN  
ASST. GM/VP OF FOOTBALL OPERATIONS

DATE: 4/7/98

Andre T. Royal  
ANDRE ROYAL

DATE: 4-7-98

\_\_\_\_\_  
PLAYER'S REPRESENTATIVE

DATE: \_\_\_\_\_



1999 ROSTER BONUS

Between the New Orleans Saints, "the Club," and Andre Royal, "the Player."

Player will receive the sum of \$400,000 if he is a member of the 80 man roster on the first day of the 1999 league year.

This guarantee will be null and void in the event Player, in the year specified above, does not pass the Club's physical exam prior to signing the contract, refuses to report to Club, or fails to practice or play with Club at any time for any reason including Player's suspension for violating the NFL policy and program for drugs of abuse and alcohol, or suspension for violating any of the NFL's disciplinary policies or programs, or leaves Club without its consent, including voluntary retirement not due to football related injury or illness, during the year specified above.

It is further understood and agreed that Player's waiver of rights to certain unpaid amounts is an express provision of this contract and, but for the provisions herein contained, Club would not have executed this contract.

No term or condition of this agreement, and no breach thereof, shall be waived, altered or modified except by written instrument.

**NEW ORLEANS LOUISIANA SAINTS**

Chet Franklin  
CHET FRANKLIN  
ASST. GM/VP OF FOOTBALL OPERATIONS

DATE: 4/7/98

Andre T. Royal  
ANDRE ROYAL

DATE: 4-7-98

\_\_\_\_\_  
PLAYER'S REPRESENTATIVE

DATE: \_\_\_\_\_

AGREEMENT

This agreement is entered in good faith between the NEW ORLEANS LOUISIANA SAINTS, "the Club," and ANDRE ROYAL, "the Player";

In the event that Player does not pass the Club's physical exam prior to signing the contract, or in any of the years covered by this contract refuses to report to Club, or fails to practice or play with Club at any time for any reason including Player's suspension for violating the NFL policy and program for drugs of abuse and alcohol, or suspension for violating any of the NFL's disciplinary policies or programs, or leaves Club without its consent, including voluntary retirement not due to football related injury or illness, the Club's obligation to pay further guarantees specified elsewhere in this contract will cease immediately.

For example, should Player fulfill his 1998 contract but refuse to report to the team 1999, the guarantees specified elsewhere in this contract immediately will become null and void.

NEW ORLEANS LOUISIANA SAINTS

  
CHET FRANKLIN  
ASST. GM/VP OF FOOTBALL OPERATIONS

DATE: 4/7/98

  
ANDRE ROYAL

DATE: 4-7-98

\_\_\_\_\_  
PLAYER'S REPRESENTATIVE

DATE: \_\_\_\_\_

**REPORTING BONUS ADVANCE CLAUSE**

This agreement is entered into in good faith between the NEW ORLEANS LOUISIANA SAINTS, "the Club", and ANDRE ROYAL, "the Player";

For the 1998 season only, Club agrees to make an advance payment of \$20,000.00 on the sum set forth in the 1998 Reporting Bonus of Player's existing contract dated April 7, 1998, and the Player hereby acknowledges receipt of such amount.

The Player agrees that such amount will be promptly deducted by Club from the 1998 Reporting Bonus due to Player upon reporting on the required date to the Club's 1998 pre-season training camp. If his contract is assigned to another club in the League, the Player hereby authorizes the assignee club to continue such deduction for the account of the assignor club until such time as the full amount of the advance payment will have been deducted.

Notwithstanding the foregoing, if for any reason whatsoever such contract is terminated, the Player will forthwith repay to the Club in full the amount of such advance payment.

**NEW ORLEANS LOUISIANA SAINTS**

Chet Franklin  
CHET FRANKLIN  
ASST. GM/VP OF FOOTBALL OPERATIONS

4/21/98  
Date

Andre Royal  
ANDRE ROYAL

4-21-98  
Date

\_\_\_\_\_  
PLAYER'S REPRESENTATIVE

\_\_\_\_\_  
Date

# Attachment 3



## NEW ORLEANS LOUISIANA SAINTS

Bill Kuharich  
President/General Manager  
Chief Operating Officer

August 31, 1998

Mr. Bob Terpening  
Indianapolis Colts  
7001 West 56<sup>th</sup> Street  
Indianapolis, IN 46254

Dear Bob,

Enclosed please find an Assignment of Contract form and the  
1998/1999/2000/2001 NFL Player Contract for Andre Royal – LB – Alabama.

✓ If you have any questions, please call.

Sincerely,

Bill Kuharich  
President/General Manager  
Chief Operating Officer

BK/sp

Enclosures



5800 Airline Highway • Metairie, LA 70003 • (504) 733-0255 • (504) 731-1810 (Fax)



NATIONAL FOOTBALL LEAGUE

Notice to Player of Assignment of Contract

August 30 1998

To Andre Royal

6333 Lilly Pad Court

Charlotte, NC 28262

1998/1999/2000/2001 (No Option)

You are hereby notified that your contract(s) for the year(s)

with the undersigned has[have] been assigned to the INDIANAPOLIS COLTS

NEW ORLEANS SAINTS

Assignor Club

*William M. Kuharich*

By WILLIAM M. KUCHARICH  
PRESIDENT/GM/COO

ASSIGNOR CLUB COPY